



Contract Number: CIN-PCA-15 X 009
 Effective Date: 7-1-14
 Term Date: 6-30-15
 Cost: 24,900.-
 Revenue: 24,900.-
 Total: _____ NTE: _____
 Action: 4-1-15
 Renewal By: _____
 Term: 6-30-15
 Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 8/5/2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS: This Intergovernmental Agreement with the City of Tucson is for the purpose of the City of Tucson providing financial support to the Pima County Attorney's Office for its Victim Witness Program (Victim Services Division). The amount of this agreement is \$24,900, payable in equal quarterly installments.

CONTRACT NUMBER (If applicable): CNT-PCA-15000000000000000000

STAFF RECOMMENDATION(S):

To be placed on the Board of Supervisor's 8/5/2014 meeting agenda.

Procure Dept 07/18/14 PM03:46

CORPORATE HEADQUARTERS: _____ Page 1 of 2

Ver. 1
Vendor. 1 *pgs. 7*

To: CorB. 7.23.14
Agenda 8.5.14
(3)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: 0 and/or REVENUE TO PIMA COUNTY:\$ 24,900.00

FUNDING SOURCE(S): State

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	X
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IMPACT:

IF APPROVED: The Pima County Attorney's Office will receive funding from the City of Tucson in the amount of \$24,900.00 in furtherance of the Victim Services Division.

IF DENIED: Pima County general funds will be required to cover expenditures related to the Victim Services Division.

DEPARTMENT NAME: Pima County Attorney's Office

CONTACT PERSON: Angelique Griffith TELEPHONE NO.: 740-4077

KEY MEASURES OF PERFORMANCE	ADOPTED FY 2014	PROPOSED FY 2015
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Provide training to program volunteers (new and existing) to continue improving their skills and knowledge.

• Number of volunteers	74	75
Volunteer performance.		
• Number of volunteer hours	14,500	15,000
• Savings provided by volunteers	\$261,000	\$270,000

3. **Financing.** The City shall pay to the County the sum of Twenty-four Thousand Nine Hundred Dollars (\$24,900), payable in equal quarterly installments.

4. **Evaluation Criteria and Reporting.** In order to assess the impact of the **Program**, the City reserves the right to evaluate performance, and to have access to all pertinent information necessary to make evaluations.

PCAO agrees to submit to the City, through the Office of Budget and Internal Audit, **quarterly** reports addressing the progress of the **Program** in achieving its performance measures. The **quarterly** progress report shall include the following:

- fiscal year-to-date actual performance for each performance measure, with back-up documentation of the reported performance attached
- explanations for any variance in the expected performance for each measure
- projected performance for each measure through the end of the fiscal year (June 30th)

5. **Term.** This IGA shall be effective from July 1, 2014 through June 30, 2015 unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties. The parties may extend this IGA upon mutual written agreement.

6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

8. **Non-Discrimination.** The parties shall not discriminate against any County or City employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their

duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 2009-09, and Tucson City Code §28-138 incorporated into this IGA by reference, as if set forth in full herein.

9. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
10. **Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
11. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining the Program, or the City does not appropriate sufficient funds for its financial contribution. In the event of such cancellation, neither party shall have any further obligation to the other.
13. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
14. **Workers' Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.
15. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any City employees, or between City and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
17. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

County:

Barbara LaWall, Pima County Attorney
32 North Stone Avenue
Tucson, Arizona 85701

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

City:

Mike Rankin, City Attorney
255 W. Alameda, 7th floor
Tucson, Arizona 85701

With copies to:

Tucson City Manager
255 W. Alameda, 10th floor
Tucson, Arizona 85701

Tucson City Clerk
255 W. Alameda, 9th floor
Tucson, Arizona 85701

18. Entire Agreement. This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder.

IN WITNESS WHEREOF, the County has caused this Intergovernmental Agreement to be executed by the Chair of the Pima County Board of Supervisors, upon resolution of the Board of Supervisors, attested to by the Clerk of the Board, and City of Tucson has caused this Intergovernmental Agreement to be executed by the Mayor of the City of Tucson, upon resolution of the Mayor and City Council, attested to by the City Clerk:

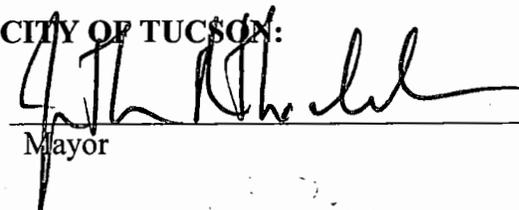
PIMA COUNTY:

Chairperson
Board of Supervisors

ATTEST:

Clerk of the Board

CITY OF TUCSON:



Mayor

July 8, 2014

ATTEST:

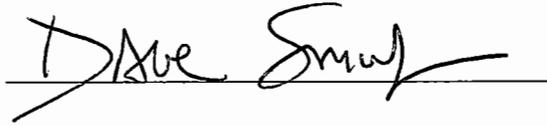


City Clerk

July 8, 2014

Approval

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, and is hereby approved as to content.



Intergovernmental Agreement Determination

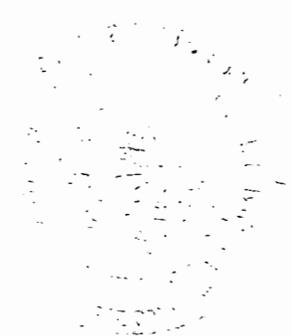
The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:


TOBIN ROSEN
_____ Deputy County Attorney *for Marc Natchelsky*

CITY OF TUCSON


_____ Principal Assistant City Attorney – Chief Deputy



ADOPTED BY THE
MAYOR AND COUNCIL

July 8, 2014

RESOLUTION NO. 22260

RELATING TO OUTSIDE AGENCY ACTIVITIES; AUTHORIZING AND APPROVING THE FINANCIAL PARTICIPATION AGREEMENTS (FPAS) BETWEEN THE CITY OF TUCSON (CITY) AND VARIOUS OUTSIDE AGENCIES AND AN INTER-GOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY AND PIMA COUNTY FOR FISCAL YEAR (FY) 2015; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The FPA, attached hereto as Exhibit A, for financial participation for FY 2015 with Pima Association of Governments, in the amount of \$298,000, is approved.

SECTION 2. The FPA, attached hereto as Exhibit B, for financial participation for FY 2015 with the Tucson Clean and Beautiful, in the amount of \$149,790, is approved.

SECTION 3. The FPA, attached hereto as Exhibit C, for financial participation for FY 2015 with the Tucson Community Cable Corporation (Access Tucson), in the amount of \$303,500, is approved.

SECTION 4. The FPA, attached hereto as Exhibit D, for financial participation for FY 2015 with the Tucson-Pima Arts Council, in the amount of \$301,660, is approved.

SECTION 5. The IGA with Pima County for Victim Services in the amount of \$24,900, attached hereto as Exhibit E, is approved.

SECTION 6. Upon written approval of the City Attorney as to the form of the Agreements and upon the execution of the Agreements by the Agencies named therein, the Mayor is authorized and directed to execute the documents on behalf of the City, and the City Clerk is authorized and directed to attest to the same.

SECTION 7. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 8. WHEREAS, it is necessary for the preservation for the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist, and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, July 8, 2014.



MAYOR

ATTEST



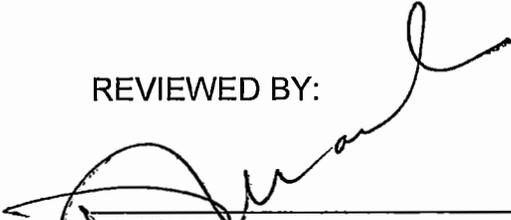
CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

DLD/mg
6/27/14